# The Public Utilities Commission of Ohio

## TELECOMMUNICATIONS FILING FORM

(Effective: 10-11-2017)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of I	Frontier North Inc.	) TRF Docket No	. 90 -
	ated interconnection agreement with Leve	12	1272 - <b>TP</b> - <b>NAG</b> I have reserved a Case #, leave the BLANK.
Name of Registrant(s) Frontier N	orth Inc.		
DBA(s) of Registrant(s)			
Address of Registrant(s) 1300 Co	lumbus Sandusky Rd. N Marion, OH 433	02	•
Company Web Address www.from	ntier.com		
Regulatory Contact Person(s) Cas	sandra Cole	Phone 7403600696	Fax
Regulatory Contact Person's Email	Address		
Contact Person for Annual Report	Cassandra Cole		Phone 7403600696
Address (if different from above)			-
Consumer Contact Information	Cassandra Cole		Phone 7403600696
Address (if different from above)			
Motion for protective order include Motion for waiver(s) filed affecting	d with filing? Yes No this case? Yes No [Note: Waivers	s may toll any automatic tir	meframe.]

### Notes:

Section I and II are Pursuant to Ohio Administrative Code 4901:1-6.

Section III – Carrier to Carrier is Pursuant to Ohio Adm.Code 4901:1-7, and Wireless is Pursuant to Ohio Adm.Code 4901:1-6-24. Section IV – Attestation.

- (1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.
- (2) For requirements for various applications, see the identified section of Ohio Adm.Code Chapter 4901 and/or the supplemental application form noted.
- (3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website at <a href="https://www.PUCO.ohio.gov">www.PUCO.ohio.gov</a> under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the PUCO.
- (4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

### All filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits:

Exhibit	Description:
Α	The tariff pages subject to the proposed change(s) as they exist before the change(s).
В	The tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
С	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

# Section I – Part I - Common Filings

arrier Type Other (explain below)		For Pr	ofit ILEC	Not	For Profit ILEC	CLEC
hange terms & conditions of exis LES		ATA <u>1-6-14(H)</u> (Auto 30 days)		ATA (Auto 3	. <u>1-6-14(H)</u> 0 days)	ATA <u>1-6-14(H)</u> (Auto 30 days)
ntroduce non-recurring charge, sur fee to BLES	rcharge,					ATA <u>1-6-14(H)</u> (Auto 30 days)
ntroduce or Increase Late Paymen		☐ ATA <u>I</u> (Auto 30 c		ATA (Auto 3	1 <u>-6-14(I)</u> 0 days)	ATA <u>1-6-14(I)</u> (Auto 30 days)
evisions to BLES Cap		☐ ZTA <u>1-</u> (0 day Not				
ntroduce BLES or expand local se calling area)		☐ ZTA <u>1-</u> (0 day Not		ZTA (0 day N	<u>1-6-14(H)</u> Notice)	ZTA <u>1-6-14(H)</u> (0 day Notice)
otice of no obligation to constructed provide BLES		ZTA <u>1-</u> (0 day Not		ZTA (0 day N	<u>1-6-27(C)</u> Notice)	
hange BLES Rates		☐ TRF <u>1-6-14(F)</u> (0 day Notice)		☐ TRF (0 day N	<u>1-6-14(F)(4)</u> Notice)	☐ TRF <u>1-6-14(G)</u> (0 day Notice)
o obtain BLES pricing flexibility		BLS <u>1-</u> (Auto 30	6-14(C)(1)(c) days)			
hange in boundary		☐ ACB <u>1-</u> (Auto 14 d		ACB (Auto 1		
xpand service operation area						☐TRF <u>1-6-08(G)</u> (0 a
LES withdrawal						☐ZTA <u>1-6-25(B)</u> (0 day Notice)
other* (explain)					1	
ction I – Part II – Customo	er Notifica		erings Pursu Bill Inse		hapter 4901:1-	6-7 OAC  Electronic Mail
☐ 15-day Notice						
☐ 30-day Notice						

# Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
□ IOS				

# Section II - Part I - Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	ACE <u>1-6-08</u> * (Auto 30- day)	ACE <u>1-6-08</u> *(Auto 30 day)	☐ ACE <u>1-6-08</u> *(Auto 30 day)	ACE <u>1-6-10</u> (Auto 30 day)	UNC <u>1-6-09</u> *(Non-Auto)

<sup>\*</sup>Supplemental Certification forms can be found on the PUCO webpage.

## Section II - Part II - Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		ABN <u>1-6-26</u> (Auto 30 days)	☐ ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	ACN <u>1-6-29(B)</u>	☐ ACN <u>1-6-29(B)</u>	☐ CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Change in Ownership *	☐ACO <u>1-6-29(E)</u>	ACO <u>1-6-29(E)</u>	☐ CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Merger *	AMT <u>1-6-29(E)</u>	AMT <u>1-6-29(E)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u>	ATC <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Transaction for transfer or lease of property, plant or business *	ATR <u>1-6-29(B)</u>	☐ ATR <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)

<sup>\*</sup>Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see <a href="tel:the-tel:th

# Section III - Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	✓ NAG <u>1-7-07</u> (Auto 90 day)	□ NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	☐ ARB <u>1-7-09</u> (Non-Auto)	☐ ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs	☐ATA <u>1-7-14</u> (Auto 30 days)	☐ ATA <u>1-7-14</u> (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	UNC <u>1-7-04</u> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way. (13-579-AU-ORD 11/30/16 Entry)	ATA <u>1-3-04</u> (Auto 60 days)	
Wireless Providers See 4901:1-6-24	☐RCC [Registration & Change in Operations] (0 day)	NAG [Interconnection Agreement or Amendment] (Auto 90 days)

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

# **AFFIDAVIT** Compliance with Commission Rules I am an officer/agent of the applicant corporation, Frontier North Inc. , and am authorized to make this statement on its behalf. (Name) Please check ALL that apply: I attest that these tariffs comply with all applicable rules for the State of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the State of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the State of Ohio. ☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Ohio Adm.Code 4901:1-6-7. I declare under penalty of perjury that the foregoing is true and correct. Executed on (Date) at (Location) \*Signature and Date \_\_\_\_\_ Title \*This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant. VERIFICATION I., verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge. \*Signature and \*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

File document electronically as directed in case number 06-900-AU-WVR

or

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793

### **AMENDMENT**

### TO THE

### INTERCONNECTION AGREEMENTS

This Amendment (this "Amendment"), effective as of June 1, 2018 (the "Amendment Effective Date"), amends each of the Interconnection Agreements (each, the "Agreement"; collectively, the "Interconnection Agreements") by and between each of the Frontier incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Frontier" or the "Frontier Parties") and each of the Level 3 Communications, LLC wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively Level 3 or the Level 3 Parties; Frontier and Level 3 are hereinafter referred to individually as a "Party" and collectively as the "Parties"). Exhibit A hereto lists, to the best of the Parties knowledge, the Interconnection Agreements in effect as of the Effective Date. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended. This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the states listed in Exhibit A.

### WITNESSETH:

**WHEREAS**, Frontier and Level 3 are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective on the date listed in Exhibit A (the "Agreement"); and

**WHEREAS**, an Interconnected VoIP Provider, has requested local number portability from Frontier where Level 3 is the network provider for that Interconnected VoIP Provider; and

**WHEREAS,** Frontier is required to provide local number portability to Interconnected VoIP Providers in accordance with FCC 15-70A1, the Local Number Portability Obligations;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement or a Frontier Tariff.
  - 1.1 The following language will be added to the Interconnection Attachment, Section 1.
    - 1.1.1 <u>Interconnected VoIP Provider</u>. A provider authorized by the FCC to provide Interconnected VoIP service as defined by 47 CFR 9.3.
    - 1.1.2 Any Interconnected VoIP Provider traffic on a Level 3 trunk group shall be considered Level 3 traffic for the purposes of this Agreement.

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### 2. Miscellaneous Provisions

2.1 <u>Conflict Between this Amendment and the Interconnection Agreements</u>. This Amendment shall be deemed to revise the terms and conditions of the

Interconnection Agreements to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of any of the Interconnection Agreements, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in an Interconnection Agreement, or in an Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this <u>Section 2</u>.

- 2.2 <u>Capitalization</u>. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 <u>Captions</u>. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreements only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Interconnection Agreements shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.6 <u>Joint Work Product</u>. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 <u>Amendments</u>. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 <u>Waivers.</u> A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

[SIGNATURE PAGE FOLLOWS]

### SIGNATURE PAGE

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

THE LEVEL 3 PARTIES	THE FRONTIER PARTIES		
By: Cary Black 713C9B56B7DD4C9	By: Docusigned by: Michael Daniel DF830915FD714BA		
Printed: Gary Black	Printed: Michael Daniel		
Title: VP Carrier Relations	Title: SVP, Carrier Services		
Date: 6/5/2018	7/28/2018 Date:		

# EXHIBIT A INTERCONNECTION AGREEMENTS

Frontier Legal Entity	Level 3 Legal Entity	State	Agreement Effective Date	Amendment No.
Frontier Communications Northwest Inc.	Level 3 Communications, LLC	OR	2/01/2001	4
Frontier Communications	Level 3 Communications,	WA	4/16/1999	6
Northwest Inc. Frontier Communications Northwest Inc.	LLC Level 3 Communications, LLC	ID	4/12/2002	4
Frontier Communications of the Carolinas LLC	Level 3 Communications, LLC	NC	2/14/2001	4
Frontier Communications of the Carolinas LLC	Level 3 Communications, LLC	SC	4/10/2002	4
Frontier Communications of the Carolinas LLC and Frontier North Inc.	Level 3 Communications, LLC	IL	4/10/2002	4
Frontier North Inc. and Frontier Midstates Inc.	Level 3 Communications, LLC	MI	4/01/2002	4
Frontier North Inc.	Level 3 Communications, LLC	WI	4/12/2002	4
Frontier North Inc.	Level 3 Communications,	OH	5/15/2002	4
Frontier North Inc. and Frontier Midstates Inc.	Level 3 Communications, LLC	IN	10/31/2002	4
Frontier West Virginia Inc.	Level 3 Communications, LLC	WV	4/10/2002	4
Frontier Communications of the Southwest Inc.	Level 3 Communications, LLC	CA	3/30/1999	8
Frontier Communications of the Southwest Inc.	Level 3 Communications, LLC	NV	10/08/2007	2
Frontier Communications of the Southwest Inc.	Level 3 Communications, LLC	AZ	10/08/2007	2

The Southern New England Telephone Company d/b/a Frontier Communications	Level 3 Communications, LLC	СТ	2/22/2005	2
Frontier Southwest Incorporated	Level 3 Communications, LLC	TX	3/29/1999	8
Frontier California Inc.	Level 3 Communications, LLC	CA	3/30/1999	10
Frontier Florida LLC	Level 3 Communications, LLC	FL	4/1/1999	8
Frontier California Inc.	Level 3 Telecom of California, LP	CA	9/23/1999	9
Frontier Southwest Incorporated	Level 3 Telecom of Texas, LLC	TX	9/17/1999	7
Frontier Florida LLC	Level 3 Telecom of Florida, LP	FL	9/27/2000	4

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

8/10/2018 4:17:08 PM

in

Case No(s). 18-1272-TP-NAG

Summary: Application approve an amendment to negotiated interconnection agreement with Level 3 Communications, LLC electronically filed by Ms. Cassandra F Cole on behalf of Frontier North Inc.